



SO ORDERED,

Katharine M. Samson

Judge Katharine M. Samson
United States Bankruptcy Judge
Date Signed: April 17, 2017

The Order of the Court is set forth below. The docket reflects the date entered.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI**

IN RE: JOHN P PATTON

CASE NO.: 16-50753-KMS
CHAPTER 13

CENLAR FSB AS LOAN SUBSERVICER
FOR MGC MORTGAGE, INC., AS SERVICER
FOR LPP MORTGAGE, LTD.

MOVANT

VS

JOHN P PATTON

RESPONDENT

WARREN A. CUNTZ, JR.

RESPONDENT

AGREED ORDER

Considering the Motion for Relief from Automatic Stay and for Abandonment filed on behalf of Cenlar FSB as loan servicer for MGC Mortgage, Inc., as servicer for LPP Mortgage, LTD. (Dk#56), and the Response to Motion for Relief from Stay filed by the Debtor (Dk#61) a hearing having been set for March 30, 2017 at 10:00 a.m., and the agreement between parties:

IT IS HEREBY ORDERED that the Debtor is in arrears on the monthly plan payments to the Chapter 13 Trustee.

JOHN P PATTON
16-50753-KMS
CHAPTER 13

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IT IS FURTHER ORDERED that the Debtors Chapter 13 plan shall be

amended to include the arrearage representing the months of August 2016 through ~~April~~ ^{March} 2017 in the amount of ~~\$5,570.52, less suspense of \$315.48~~ ^{\$3831.76}, plus the Attorney fees and costs in the amount of \$531.00. The Debtor shall resume the monthly plan payments to the Chapter 13 Trustee beginning with the ~~May~~ ^{April} 2017 payment. The Chapter 13 Trustee will make the necessary amendments to the plan.

IT IS FURTHER ORDERED that should the Debtor become 60 days or more delinquent beginning with the ~~May~~ ^{April} 2017 payment, Movant shall send a fourteen (14) day Notice of Default to the Debtor and Debtors Attorney. If the default is not cured within 14 days from the date of the notice, the Automatic Stay shall be lifted behalf of Movant, which property bears the municipal address of 8281 Texas Avenue, Gulfport, MS 39501 affecting the following described property:

See Exhibit A attached hereto and made a part hereof.

Said property shall be abandoned from the bankruptcy estate without further order of the court.

IT IS FURTHER ORDERED AND ADJUDGED that the Chapter 13 Trustee is hereby authorized to amend the Debtors wage order and/or plan payment as necessary to account for the added debt, so that the Debtors plan can complete as originally proposed or as modified prior to the entry of this order.

JOHN P PATTON
16-50753-KMS
CHAPTER 13

IT IS FURTHER ORDERED that in the event the bankruptcy stay is lifted;
Movant shall provide written notice to the Trustee in a timely manner, and that any order
remain in effect regardless of conversion to another Chapter.


##END OF ORDER##

APPROVED

See Attached

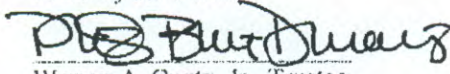
Emily Courteau

Attorney for Movant



Rob Curtis, Attorney

Attorney for Debtor



Warren A. Cuntz, Jr., Trustee

Or Attorney for Trustee

Presented by:

Dean Morris, LLC
2309 Oliver Road
Monroe, La. 71201
Telephone No: (318) 330-9020

JOHN P PATTON
16-50753-KMS
CHAPTER 13

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Movant shall provide written notice to the Trustee in a timely manner, and that any order
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##END OF ORDER##

APPROVED



Emily Courteau
Attorney for Movant



Rob Curtis, Attorney
Attorney for Debtor

See Attached

Warren A. Cuntz, Jr., Trustee
Or Attorney for Trustee

Presented by:
Michael Jedynak, MSB# 103014
Dean Morris, LLC
2309 Oliver Road
Monroe, La. 71201
Telephone No: (318) 330-9020
mjedynak@ms.creditorlawyers.com

Exh. b.1 A

3

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of HARRISON

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
~~SEE /NOTARIZATION/NOTARIZED HEREIN AND MADE A PART HEREOF AS EXHIBIT A~~

Lots 3 and 4, Block 193, North Gulfport Subdivision, as per official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

Indexing: Lots 3 and 4, Block 193, North Gulfport Subdivision, Harrison County, Mississippi, First Judicial District.

Legal Description

Parcel ID Number:
 8281 TEXAS AVE.
 GULFPORT
 ("Property Address"):

which currently has the address of
 [Street]
 [City], Mississippi 39501 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

1500-8(MS) (0008)02

Page 3 of 15

WITNESSES

Form 3026 1/01

3

15